

Recording Requested By: .
T.D. SERVICE COMPANY

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And When Recorded Mail To:
T.D. Service Company
4000 W Metropolitan Dr Ste 400
Orange, CA 92868

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above for Recorder's use

Customer#: 673/2 Service#:

Loan#:

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, BENEFICIAL MAINE INC., C/O CALIBER HOME LOANS, INC. 13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134-0000, hereby assign and transfer to U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF8 MASTER PARTICIPATION TRUST, C/O CALIBER HOME LOANS, INC. 13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134-2550, all its right, title and interest in and to said Mortgage in the amount of \$168,550.61, recorded in the State of MAINE, County of PENOBSOT Official Records, dated JUNE 25, 2002 and recorded on JUNE 27, 2002, as Instrument No. 24831, in Book No. 8249, at Page No. 82.

Executed by: ALAN S. DUNTON AND CINDY L. DUNTON, J/T (Original Mortgagor).

Original Mortgagee: BENEFICIAL MAINE INC..

Date: AUG 19 2014

BENEFICIAL MAINE INC., BY CALIBER HOME LOANS, INC., ITS ATTORNEY IN FACT

By:



Craig Davenport, Vice President

State of CALIFORNIA

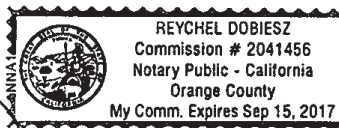
County of ORANGE

}
} ss.

On AUG 19 2014, before me, Reychel Dobiesz, a Notary Public, personally appeared Craig Davenport, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.


(Notary Name): Reychel Dobiesz



PREPARED BY: T.D. Service Company, 4000 W Metropolitan Dr Ste 400, Orange, CA 92868, (714) 543-8372, THERESA RUSSELL

PENOBSCOT COUNTY, MAINE


Register of Deeds

EXHIBIT

D

LIMITED POWER OF ATTORNEY
TO SUCCESSOR SERVICER

Dated as of December 20, 2013

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Mortgage Loan Purchase Agreement, by and among LSF8 Mortgage Holdings, LLC (the "Purchaser"), HSBC Finance Corporation, a Delaware corporation, solely in its capacity as Seller Representative, and the Persons listed on Schedule 1.01(a) thereto, made and entered into as of December 20, 2013 (the "Mortgage Loan Purchase Agreement"), Beneficial Maine Inc. (the "Seller"), as one of the Sellers under the Mortgage Loan Purchase Agreement, sold, and the Purchaser purchased, certain mortgage loans (the "Mortgage Loans");

WHEREAS, pursuant to the terms of the Interim Servicing Agreement, made and entered into as of December 20, 2013, by and among the Purchaser, the Interim Servicers, HSBC Finance Corporation, in its capacity as Interim Servicer Representative, HSBC Bank USA, National Association (the "Bank") and Caliber Home Loans, Inc. (the "Successor Servicer"), the Purchaser has designated Caliber Home Loans, Inc. to act as Successor Servicer for the Mortgage Loans;

WHEREAS, Seller is providing this Limited Power of Attorney to Successor Servicer at the direction of the Purchaser pursuant to the Mortgage Loan Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein and in the Mortgage Loan Purchase Agreement and for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Seller does hereby make, constitute and appoint Successor Servicer at the direction of Purchaser, as Seller's true and lawful agent and attorney-in-fact with respect to each Mortgage Loan in Seller's name, place and stead: (i) to procure, prepare, complete, execute and record any mortgage, deed of trust or similar security instrument (collectively, the "Mortgage") and any assignment of Mortgage or reconveyance instrument which is required (a) to cure any defect in the chain of title, (b) to ensure that record title to the Mortgage Loan vests in the Purchaser or LSF8 Master Participation Trust, and (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan; (ii) to ensure that each promissory note related to each Mortgage Loan has been properly endorsed to the proper person or entity; (iii) to prepare, complete, execute, acknowledge, seal and deliver any and all instruments of satisfaction or cancellation, or of full or partial release or discharge and all other comparable instruments with respect to the Mortgage Loans; (iv) to cure any other defects associated with any other document or instrument with respect to a Mortgage Loan; and (v) to endorse checks and other payment instruments that are payable to the order of Seller and that

have been received by the Purchaser or the Successor Servicer from mortgagors or any insurer in respect of insurance proceeds related to any Mortgage Loan.

This Limited Power of Attorney may be utilized fully to all intents and purposes as Seller might or could do if personally present, hereby ratifying and confirming all that Successor Servicer said attorney in fact shall lawfully do or cause to be done by virtue hereof.

ARTICLE I

The enumeration of particular powers herein is not intended in any way to limit the grant to Successor Servicer as Seller's attorney-in-fact of full power and authority with respect to the Mortgage Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as Seller might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of Seller not specifically described herein. Seller agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney. Any and all third parties dealing with Successor Servicer as Seller's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Successor Servicer, and need not make any inquiry about whether Successor Servicer is acting pursuant to the Mortgage Loan Purchase Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by Successor Servicer that any particular Mortgage Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney or the Mortgage Loan Purchase Agreement.

ARTICLE II

Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by Purchaser shall be binding on Seller and Seller's successors and assigns.

ARTICLE III

The rights, power, and authority of the attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution and such rights, powers and authority shall remain in full force and effect until 11:59 p.m., Eastern Standard time, on the date that is one year from such date (the "POA Termination Date"). This Limited Power of Attorney shall be coupled with an interest and shall be irrevocable prior to the POA Termination Date.

Nothing herein shall be deemed to amend or modify the Mortgage Loan Purchase Agreement or the respective rights, duties or obligations of Seller under the Mortgage Loan Purchase Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its officer duly authorized as of the date first written above.

BENEFICIAL MAINE INC.

By: *Phyllis I. Johnston*
 Name: Phyllis I. Johnston
 Title: Assistant Vice President

WITNESS: *Sean Rockway*
 Name: Sean Rockway

By: *Connie F. Rogers*
 Name: Connie F. Rogers
 Title: Assistant Vice President

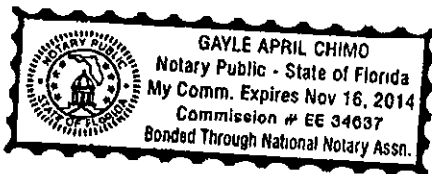
WITNESS: *Tray Huffman*
 Name: Tray Huffman

STATE OF FLORIDA)
) ss.
 COUNTY OF HILLSBOROUGH)

On this 11 day of December 2013, before me, a notary public in and for the State of Florida, appeared Phyllis I. Johnston and Connie F. Rogers, who are each known to me to hold the title of Assistant Vice President of the entity listed above, and who signed their name hereto for the purposes stated herein.

[SEAL]

Gayle April Chimo
 NOTARY PUBLIC



PENOBSCOT COUNTY, MAINE

Susan F. Bulay
 Register of Deeds

708121533 12408116

ANDROSCOGGIN COUNTY S-1
 TINA M CHOUINARD
 REGISTER OF DEEDS

Power of Attorney
 (Pool 5)

A TRUE COPY SEP 16 2015
 ATTEST

Tina M. Chouinard
 REGISTER OF DEEDS

